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COMMENTS ON R 20-550

1. The second sentence makes no provision for details between organizational units within headquarters. Even if corrected it would seem gratuitous since the "may" and "may not" of details is adequately handled elsewhere in the regulation - in particular in paragraph 2. It is recommended that the second sentence be deleted and that the word "such" be correspondingly deleted from the third sentence.

2b. We are advised that there is no organizational component known as a "section" in the office of DD/P. It is suggested that this paragraph be revised as follows:

25X1 "The term 'organizational unit', as used herein, means
 [] any organizational segment down to
 and including the branch or comparable level at headquarters."

4b. In order to be consonant with 4a, the first sentence of this paragraph should be revised to read: "...not exceeding 6 months in aggregate in any calendar year."

6a(2). The first sentence seems to permit a detail plus extension, totalling 240 calendar days, which is probably not intended since this would conflict with other provisions of the regulation. It is suggested that the first sentence be revised to read: "...provided the detail, as extended, does not exceed 120 days."

6b(2). A detail is a formal personnel action, if for longer than 30 days, since the preparation of the standard form 52 is required. Perhaps the meaning would be clearer here if the following phrasing were used: "A detail will not be made when a reassignment is the proper action."

7b. No provision is made for action by the Office of Personnel when the detail is for longer than 120 calendar days, or if it results in an aggregate of details for this employee exceeding 6 months in the calendar year.

It is suggested that in paragraph (1) the phrase "for inclusion in the employee's official personnel folder" be deleted. It is suggested that to paragraph (2) there be added: "The executed form will be filed in the employee's official personnel folder."

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It is further suggested that a paragraph (3) be added:
"If the detail is intended to exceed 120 days, or if in combination with previous details it will result in an aggregate for this employee exceeding 6 months in the calendar year, the Director of Personnel must approve the detail and will notify the gaining office and the office of assignment of his decision."

7c. The language is somewhat misleading since it overlooks the 120-day limitation and speaks only of extensions of details and not of newly contemplated details which in combination with previous details would exceed 6 months in the calendar year. The phrasing suggested above for 7b(3) would seem preferable to this paragraph.

7d. In the title of this section "concurrence" seems a more appropriate word than "approval". In the second sentence of this paragraph there is language which is either redundant or misleading about details "from the jurisdiction of one Operating Official to another Operating Official." It is suggested that this sentence be revised to read: "For details for a period of 30 calendar days or less, security concurrence may be obtained informally by phone or memorandum."

9c. The phrasing here is somewhat confusing in that the grammatical construction indicates that the detail does not contain a provision for reimbursement. It might be clearer to state in lieu of this paragraph: "A non-reimbursable detail is any other detail of an Agency employee to another Federal establishment."

10a. This is not a legal point, but is it not a somewhat narrow view to consider only the interests of this Agency? Conceivably, the detail of a valuable man from this Agency will always be against our own interest but may well be in the overall interest of the Government.

12. Due to mixing together the procedures when another Federal establishment requests a detail and when an Operating Official requests a detail, the procedure set forth seems to require unnecessary paper handling. It is suggested that this entire paragraph be clarified. There are also two specific comments we should like to make upon this paragraph. Subparagraph b, in its last sentence, speaks of "security processing". Earlier, the regulation has spoken only of security concurrence. Unless there is a particular reason for changing the phrasing here,

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which is not apparent to us, it is suggested that the word "processing" be replaced by "concurrence". Subparagraph c(7) is a catch-all paragraph, probably undesirable in its present form. If there are other essential factors involved in the detail of Agency personnel, should they not be stated here? Perhaps what is intended could be better accomplished by the following phrasing: "Any other essential factors involved in this particular detail."

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